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UNITED STATE DISTRICT COURT
DISTRICT OF NEVADA

DIAMANDIA LINGOS, an individual

 Plaintiff,

 vs.

 U GYM, LLC, a Nevada limited liability
 Company, ULTIMATE NEV, LLC, a foreign
 company; d/b/a “UFC GYM”; DOES I
 through V, inclusive; ROE CORPORATIONS
 I thru V, inclusive,

 Defendants.

Case No. 2:16-cv-01684-JAD-GWF

**STIPULATED PROTECTIVE
 ORDER**

Plaintiff, Diamandia Lingos, by and through her counsel of record, Andrew Rempfer, Esq., and Defendants U Gym, LLC d/b/a UFC Gym, and Ultimate NEV, LLC (collectively “Defendants”), by and through their counsel, Allison L. Kheel, Esq., agree and stipulate, that the following Protective Order shall govern this case:

This is an employment dispute, which entails private health information, along with sensitive personnel files, Trade Secrets and proprietary information and records. That information is not typically publicly revealed, and is usually subject to protection via HIPAA or state common law. As such, to protect this information from public

1 disclosure, the parties hereby agree that information should be designated as
2 ‘confidential’ pursuant to the terms set forth below.

3 1. This Protective Order governs the treatment of documents, depositions
4 and deposition exhibits, interrogatory answers, responses to requests to admit and other
5 written, recorded or graphic matter (“discovery material”) produced by or obtained from
6 any party or non-party (the “producing person”) in this action that is designated
7 confidential by a party in accordance with the procedures set forth below.

8 2. Any party may designate (“Designating Party”) as “Confidential” any
9 discovery material that the party believes in good faith contains information of a non-
10 public nature that is considered by the party to be commercially or personally sensitive
11 or proprietary, including but not limited to Protected Health Information. All discovery
12 designated as “Confidential” and all information contained therein shall be referred to in
13 this Protective Order as “Confidential Discovery Material” and shall be handled in strict
14 accordance with the terms and conditions of this Protective Order.

15 3. Confidential Discovery Material shall be used only for the prosecution
16 and/or defense of this action or any appeal therefrom, and for no other purpose.
17 Confidential Discovery Material may be disclosed only under the circumstances and to
18 the persons specifically provided for in this Protective Order or in subsequent court
19 orders, or with the prior written consent of the party or parties not making the disclosure
20 with respect to specifically identified Confidential Discovery Material.

21 4. Confidential Discovery Material shall be designated as follows:

22 a. A document containing Confidential Discovery Material shall be so
23 designated by marking or stamping “Confidential” on those pages deemed to contain
24 Confidential Discovery Material.

25 b. Any party may, on the record of a deposition, or within twenty business
26 days after receipt of the transcript of such deposition, designate any portion or portions
27 of a deposition as “Confidential” under the terms of this Protective Order. During the
28 twenty business days following receipt of such deposition transcript, the entire

1 deposition transcript shall be treated as “Confidential” unless otherwise specified in
2 writing or on the record of the deposition by the designating party.

3 5. The parties shall have thirty (30) days from the date that this Protective
4 Order is entered by the Court to designate previously-produced materials as
5 “Confidential Discovery Material.” In such event, a party objecting to the designation
6 of confidentiality shall proceed as set forth in paragraph 6.

7 6. All parties receiving material designated Confidential Discovery
8 Material shall have fourteen (14) days from receipt to object to the confidentiality
9 designation. The objecting party shall set forth the reasons in writing to the designating
10 party. Should the designating party continue to assert that the materials are subject to
11 Confidential Discovery Material designation, then the objecting party may make a
12 motion to this Court to have the Confidential Discovery Material at issue undesignated
13 as such. All persons receiving Confidential Discovery Material shall take all steps
14 reasonably necessary to prevent the disclosure of Confidential Discovery Material to
15 anyone other than the persons identified in paragraph 7 below.

16 7. Confidential Discovery Material shall not be disclosed to anyone other
17 than the following persons, subject to the requirements of Paragraph 8:

18 a. The parties to these proceedings; provided, however, that where a party
19 is a corporation, partnership, or governmental entity, Confidential Discovery Material
20 may be disclosed only to such party’s officers, directors, partners and employees who
21 are actively involved in preparing for and conducting the litigation or settlement
22 negotiations in these proceedings or who authored, received or otherwise were involved
23 in the substance of the matters set forth in the Confidential Discovery Material.

24 b. Inside and outside counsel to the parties to these proceedings, including
25 partners, associates, paralegals and employees of such counsel;

26 c. Clerical and data processing personnel involved in the production,
27 reproduction, organization, filing, coding, cataloging, converting, storing, retrieving,
28

and review of Confidential Discovery Material, to the extent reasonably necessary to assist a party or its counsel in these proceedings;

d. Outside consultants or experts retained for the purpose of assisting counsel in these proceedings, but only such Confidential Discovery Material as is reasonably relevant to the subject matter on which they are testifying or consulting.

e. Non-parties (other than those described in other subsections of this paragraph 7):

i. Who have knowledge about the subject matter of the particular Confidential Discovery Material shown to them, or who authored or received the Confidential Discovery Material shown to them; or

ii. During any non-party's preparation for testifying at a deposition, hearing or trial in this proceeding to the extent the Confidential Discovery Material shown to the non-party, or its content, is reasonably likely to be part of the non-party's testimony, either during direct or cross-examination;

iii. At a deposition, hearing or trial in the presence of all counsel or with the prior written consent of counsel for the party not making the disclosure;

f. Court officials involved in this proceeding;

g. Court reporting personnel involved in taking or transcribing testimony in these proceedings;

h. Personnel involved in the administration of any document depository that may be established in connection with these proceedings; and

i. Any person that the Court in these proceedings designates in the interest of justice, upon terms that the Court deems proper.

8. No person other than those in paragraph 7(b) may disclose any Confidential Discovery Material or the content thereof to any other person or entity other than in connection with giving testimony in this proceeding at a deposition, hearing or trial. No disclosure of Confidential Discovery Material shall be made to any of the persons in paragraphs 7(c), (d) or (e)(i) and (ii) unless and until such persons

1 have been provided with a copy of this Protective Order and have executed
2 documentation indicating they will comply with its provisions and been informed that
3 the witness may be held in contempt of Court and subject to monetary sanctions or
4 other consequences for failing to comply with this Protective Order. The persons in
5 paragraphs 7(c) and (e) will not be allowed to retain copies of Confidential Discovery
6 Material.

7 9. Inadvertent production of any information, document or thing without its
8 being marked "Confidential" shall not itself be deemed a waiver of any claim of
9 confidentiality as to such matter, and the same may thereafter be corrected by
10 supplemental written notice, said notice to be served on all other parties within thirty
11 (30) days of the discovery of the inadvertent production.

12 10. This Protective Order shall not otherwise limit the right of a producing
13 person to use or disclose that producing person's Confidential Discovery Material.

14 11. After the termination of this proceeding, this Protective Order shall
15 continue to be binding upon the parties hereto, and upon all persons to whom
16 Confidential Discovery Material has been disclosed or communicated, and this Court
17 shall retain jurisdiction over the parties for enforcement of the provisions of this
18 Protective Order.

19 12. Within 45 days after the conclusion of this litigation, all Confidential
20 Discovery Material supplied by a producing person and all copies thereof (including,
21 without limitation, copies provided to testifying or consulting experts) shall be returned
22 to the producing person or, in the alternative, destroyed and certified to the producing
23 person to have been destroyed.

24 13. Nothing in this Protective Order shall be construed to preclude a party
25 from seeking a further protective order for any particularly sensitive information as to
26 which such party believes that this Protective Order is insufficiently protective.

27 14. If information subject to a claim of attorney-client privilege, attorney
28 work product or any other ground on which production of such information should not

1 be made to any party is nevertheless inadvertently produced to such party or parties,
2 such production shall in no way prejudice or otherwise constitute a waiver of, or
3 estoppel as to, any claim of privilege, work product or other ground for withholding
4 production to which the producing person otherwise would be entitled. If a claim of
5 inadvertent production is made pursuant to this paragraph with respect to information
6 then in custody of another party, such party shall promptly return to the producing
7 person that material as to which the claim of inadvertent production has been made, and
8 the receiving party shall not copy, reproduce or use such information for any purpose
9 until further order of the Court. The party returning such material may then move the
10 Court for an order compelling production of the material, but said motion shall not
11 assert as a ground for entering such an order the fact or circumstance of inadvertent
12 production.

13 15. In the event that Confidential Discovery Material is used in any court
14 proceeding in this action or any appeal therefrom, said Confidential Discovery Material
15 shall not lose its status as Confidential Discovery Material because of such use.
16 Counsel shall confer concerning the necessary procedures to protect the confidentiality
17 of any such document, information or transcript used during the course of any court
18 proceeding.

19 16. Nothing in this Protective Order, or any disclosure made thereunder,
20 shall be deemed a waiver of any other obligation, whether pursuant to contract or
21 otherwise, to keep secret and confidential any confidential or proprietary information
22 and/or be deemed to be a disclosure of any trade secret, or alter either parties' ability to
23 seek relief, including injunctive relief, for any unauthorized disclosure of information.

24 17. If any person receiving documents covered by this Protective Order is
25 subpoenaed in another action, served with a demand in another action to which it is a
26 party, or served with any other legal process by a person not a party to this litigation
27 seeking Confidential Discovery Material produced in this action by someone other than
28 the receiving person, the receiving person shall give prompt actual written notice by

hand or facsimile, and in no event later than five (5) business days after the receipt of such subpoena, demand or legal process, to the person or entity that produced the Confidential Discovery Material. Nothing herein shall be construed as requiring anyone covered by this Protective Order to challenge or appeal any order requiring production of Confidential Discovery Material, to subject itself to any penalties for noncompliance with any legal process or order, or to seek relief from this Court.

18. The parties may by written consent modify the terms of this Protective Order.

IT IS HEREBY STIPULATED AND AGREED

Dated: November 10, 2016

FISHER & PHILLIPS LLP

By: /s/ Allison L. Kheel, Esq.
 David B. Dornak, Esq.
 Nevada Bar No. 6274
 Allison L. Kheel, Esq.
 Nevada Bar No. 12986
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 Attorneys for Defendants

Dated: November 10, 2016

LAW OFFICES OF STEVEN J. PARSONS

By: /s/ Andrew L. Rempfer, Esq.
 Andrew L. Rempfer, Esq.
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 10091 Park Run Drive
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 Las Vegas, NV 89145
 Attorneys for Plaintiff

IT IS SO ORDERED


 UNITED STATES DISTRICT JUDGE

Dated: November 15, 2016

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